

JS-6

1  
2  
3  
4  
5  
6  
7  
8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**  
10 **EASTERN DIVISION**  
11

12 BACKYARD WRESTLING, INC., a ) CASE NO. EDCV 07-0527SGL(JCRx)  
13 Delaware corporation, )  
14 Plaintiff, ) **JUDGMENT AND PERMANENT**  
15 vs. ) **INJUNCTION**  
16 )  
17 PRO-ACTIVE ENTERTAINMENT )  
18 GROUP, INC., a California corporation; )  
19 LEN LEVY, an individual; RICHARD )  
20 MENDELSON, an individual; )  
21 WENCESLADO HERRERA, aka )  
22 WAYNE HERRERA, doing business as )  
DISTINCTIVE MOVIE NETWORK, )  
MOVIE NETWORK, INC. and WAYNE )  
ENTERPRISES; and DOES 1 through )  
10, inclusive, )  
Defendants. )

1 Default having been previously entered against all defendants and a  
 2 motion for default judgment having been previously granted in favor of plaintiff  
 3 Backyard Wrestling, Inc. ("Plaintiff") as to defendants Len Levy ("Levy"),  
 4 Richard Mendelsohn ("Mendelsohn") and Wenceslado Herrera (aka Wayne  
 5 Herrera, Distinctive Movie Network, Movie Network Inc. and Wayne  
 6 Enterprises) ("Herrera"), this action came on regularly for trial on March 11,  
 7 2009 at 9:00 a.m. on the issue of the amount of damages. After hearing the  
 8 evidence and the arguments of counsel, the Court hereby enters judgment as  
 9 follows:

10 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

11 1. That judgment be, and hereby is, granted in favor of plaintiff  
 12 Backyard Wrestling, Inc. and against defendants Levy, Mendelsohn and Herrera  
 13 for and in the amount of \$68,878.68, plus court costs to be determined by the  
 14 Clerk of Court.

15 2. Defendants Levy, Mendelsohn and Herrera are deemed jointly and  
 16 severally liable for the entire amount of the judgment.<sup>1</sup>

17 IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED  
 18 that a permanent injunction be entered against defendants Levy, Mendelsohn and  
 19 Herrera. Pursuant to that permanent injunction, defendants Levy, Mendelsohn  
 20 and Herrera, and each of them, along with each of their respective officers,  
 21 directors, agents, servants, employees, heirs, representatives, affiliated  
 22 companies, licensees, successors and assigns, and all persons, firms, associations,  
 23 corporations or other entities acting in concert or participating with any of them:

24  
 25  
 26 <sup>1</sup> Defendants were alleged to be intentional infringers, a fact the Court accepts as true as  
 27 a result of the entry of default. In a copyright infringement action, intentional infringers are  
 28 jointly and severally liable for all damages. See Abeshouse v. Ultragraphics, Inc., 754 F.2d  
 467, 472 (2d Cir. 1985) (citing Nimmer on Copyright, § 12.04(C)[3] at 12-50-51 (1984) (now  
 located at 12-124 in the 2008 edition).

1           1.       Shall forever refrain and are hereby immediately and permanently  
2 enjoined and restrained from engaging in, committing, or performing, directly or  
3 indirectly, by any means whatsoever, any of the following acts:

4                   (a)     Publishing, manufacturing, producing, distributing,  
5 marketing, advertising, promoting, displaying, offering for sale, rental or license,  
6 selling, renting or licensing any videotape, DVD or other product or media of  
7 any kind whatsoever (whether now known or hereafter developed) that features  
8 or in any way includes any portion of Plaintiff's copyrighted works entitled "The  
9 Best of Backyard Wrestling – Future Kings of the Ring," and "The Best of  
10 Backyard Wrestling, Vol. #2, More Hardcore Than Ever Before" (the  
11 "Copyrighted Works"), including but not in any way limited to:

12                           (i)     those certain products as presently configured entitled  
13                                   "Backyard Fight Club Vol. #1" and "Backyard Fight  
14                                   Club Vol. #2;" and

15                           (ii)    any videotape, DVD or other product that features or in  
16                                   any way includes or makes any other use, either within  
17                                   or on the product itself and/or any packaging or  
18                                   promotional materials, all or any portion of the  
19                                   Copyrighted Works.

20           2.       Shall deliver to Plaintiff, within ten (10) days of receipt of notice of  
21 entry of this injunction:

22                   (a)     all copies of those certain products as presently configured  
23 entitled "Backyard Fight Club Vol. #1" and "Backyard Fight Club Vol. #2,"  
24 along with any and all masters of said product;

25                   (b)     all materials of any kind that feature or in any way includes or  
26 makes any other use, either within or on the product itself and/or any packaging  
27 or promotional materials, all or any portion of the Copyrighted Works; and  
28

1 (c) written evidence confirming that they have requested return  
2 of all such products from any wholesalers or retailers to whom they have ever  
3 shipped the product.

4 3. Shall not attempt to reissue its products entitled "Backyard Fight  
5 Club Vol. #1" and "Backyard Fight Club Vol. #2" re-edited to exclude any  
6 portion of the Copyrighted Works without first moving this Court for an order  
7 allowing such reissue with proper notice to Plaintiff.

8   
9

10 DATED: March 19, 2009

11 UNITED STATES DISTRICT JUDGE  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28